

Matthew H. Adler (MA-4720)
Jeffrey A. Carr (JC-1130)
Pepper Hamilton LLP
300 Alexander Park
CN 5276
Princeton, NJ 08543-5276
Tel: (609) 452-0808

**UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF NEW JERSEY**

**COMMODITY FUTURES TRADING)
COMMISSION,)**

Plaintiff,)

vs.)

**EQUITY FINANCIAL GROUP, LLC,)
TECH TRADERS, INC., TECH)
TRADERS, LTD., MAGNUM)
INVESTMENTS, LTD., MAGNUM)
CAPITAL INVESTMENTS, LTD.,)
VINCENT J. FIRTH, ROBERT W.)
SHIMER, COYT E. MURRAY, and J.)
VERNON ABERNETHY)**

Defendants.)

Civil Action No.: 04CV 1512

Honorable Robert B. Kugler

**AFFIDAVIT OF STEPHEN T. BOBO IN SUPPORT OF MOTION OF
EQUITY RECEIVER FOR AUTHORITY
TO SETTLE DISPUTES WITH MARSHALL LAFAR**

Stephen T. Bobo, first being duly sworn, avers and states as follows:

1. I have personal knowledge of the contents of this affidavit and am competent to testify regarding them.

2. I am serving as Equity Receiver for Defendants Equity Financial Group, LLC, Tech Traders, Inc., Tech Traders, Ltd., Magnum Investments, Ltd., Magnum Capital

Investments, Ltd., Robert W. Shimer and Vincent J. Firth pursuant to the provisions of several orders entered by the Court in this case.

3. On January 19, 2005, this Court entered an order granting my motion for authority to sell the computer equipment, furniture and other equipment in Tech Traders' offices in Gastonia, North Carolina to its landlord, Marshall LaFar. The purchase price for the equipment was to be \$22,000.

4. Since that time, disputes have arisen between Mr. LaFar and me regarding some third-party claims to ownership of certain computer router equipment and the deletion of all software from the computers, including their operating systems. Consequently, the transaction was never consummated, and the equipment has remained in the Tech Traders premises. Mr. LaFar and I have each asserted that the other party has breached the agreement. In addition, Mr. LaFar has asserted that the receivership estate owes him additional amounts for rent for the space and for some water damage to the premises. I disagree with these claims.

5. I have been unable to locate an alternative purchaser for the Tech Traders' equipment and furniture.

6. In order to provide for an overall resolution of the various disputes between us, I have agreed with Mr. LaFar that he pay the reduced amount of \$5,000 to the receivership estate for Tech Traders' right, title and interest in and to all of the personal property in the Gastonia premises, as is and where is. Mr. LaFar and I have agreed that this transaction shall result in the complete satisfaction and discharge of all claims, liabilities and causes of action either by him against the receivership estate or by the receivership estate against him. A copy of the proposal by Mr. LaFar is attached to this affidavit.

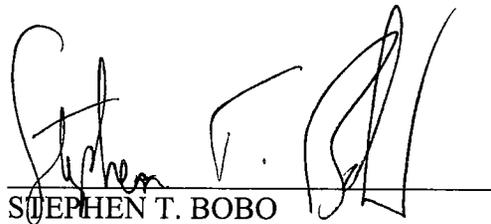
7. Although this resolution will result in a lower price received by the estate, this reduction is likely to be the least expensive way to resolve the various disputes with Mr. LaFar.

In addition, it will bring closure to the ongoing issues of the Tech Trader equipment and premises. Adjudicating the merits of the disputes would likely consume most or all of the difference in price and would present the risk of an adverse result for the estate.

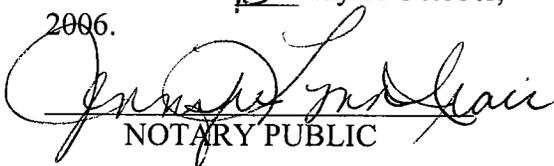
8. Mr. LaFar has tendered the \$5,000 to me to be held in trust pending approval of the court. I recommend that the court authorize me to enter into this settlement with Mr. LaFar on the terms set forth above.

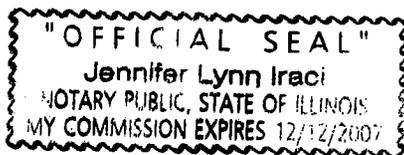
9. I have discussed this motion with Elizabeth Streit, the attorney for the plaintiffs, Commodity Futures Trading Commission, who indicated that she did not object to the relief sought.

AFFIANT says nothing further.


STEPHEN T. BOBO

SWORN TO AND SUBSCRIBED
before me this 13th day of October,
2006.


NOTARY PUBLIC



W. MARSHALL LAFAR
ATTORNEY AT LAW
1331-B EAST GARRISON BLVD.
GASTONIA, NORTH CAROLINA 28054
September 25, 2006

TELEPHONE
(704) 861-8585
FAX
(704) 865-3415

Mr. Stephen T. Bobo
Sachnoff & Weaver, Ltd.
30 South Wacker Drive
Chicago, Il 60606-7484

Dear Mr. Bobo:

It has been several months since we agreed upon the sale of the computer equipment located in Condominium Unit C of Garrison Professional Park in Gastonia, North Carolina.

I imagine that you would like to conclude this matter as much as I would. As you know, my refusal to honor the contract rests upon of two previously unknown circumstances regarding the equipment:

- (1) The computer routers are owned by BellSouth and another Texas company, and two of the routers have already been repossessed. Therefore, they cannot be sold to me.
- (2) The operating systems have been removed from every computer, not merely the data as reported. Therefore, the computers have been rendered useless.

The fact that the routers were instrumental in my desire to purchase the equipment, and the fact that the computers are useless as they now sit, are the reasons that I feel justified in refraining from buying the remaining less desirable equipment.

The unit has now been vacant for well over a year and I have lost the authority to rent it to others. You are supposedly leasing the unit from me for \$1,000 per month. I have been paying the power bill every month, but I have not received any rent. Water has leaked from the bathroom into the hall and the floor has buckled so badly that the bathroom door cannot be shut.

In an attempt to bring this matter to a close and to regain possession of my building, I tender an offer to you of \$5,000 for everything in the building that you own. I know that you are far away from North Carolina and would have much difficulty in selling this equipment. But, the computers are hardly worth anything. The monitors could be sold.

This new offer is predicated upon a full settlement of all issues between us, all equipment of any kind which is presently in the unit known as 1331-C, as is, except for the routers owned by others. I am willing to tender the \$5,000 to you for you to hold in trust pending approval of the court of this new offer.

Sincerely yours,

